

STATE OF NORTH DAKOTA

***NAME OF AGENCY OR INSTITUTION
NAME OF DIVISION, SECTION, OR DISTRICT
STREET AND MAILING ADDRESS***

Request For Proposal (RFP)

IT PRODUCTS/SERVICES TEMPLATE

NOTE: ENTER RFP NUMBER AND DATE OF ISSUE - A SUGGESTED FORMAT FOR THE RFP NUMBER IS THE THREE-DIGIT AGENCY NUMBER AND ANY APPLICABLE DIVISION IDENTIFIER, FOLLOWED BY THE TWO DIGIT CALENDAR YEAR, AND A TWO-DIGIT SEQUENTIAL COUNT OF RFPS THAT YEAR. FOR EXAMPLE: 110.7-04-003.

IF THE PROCUREMENT INVOLVES MORE THAN ONE AGENCY, USE NUMBER OF THE AGENCY THAT WILL BE ADMINISTRATIVELY RESPONSIBLE FOR THE PROCUREMENT.

RFP Title: ***INSERT***

RFP Number: ***NUMBER***

Date of Issue: ***DAY, MONTH, YEAR***

NOTE: DEVELOP A BRIEF STATEMENT THAT SUMMARIZES THE PURPOSE OF THIS PROCUREMENT (RFP): WHO, WHAT, WHERE, WHEN, WHY.

Purpose of RFP: ***INSERT***

Offerors are not required to return this form.

Procurement Officer: ***NAME***

INSTRUCTIONS TO PROCUREMENT OFFICERS

The Request for Proposal (“RFP”) template is a sample format for an RFP. Customize this template by deleting or adding any sections or attachments to the RFP. Be sure to update the Table of Contents to reflect the proper numbering.

Instructions to procurement officers are shaded. For example:

NOTE: REVISE AS NEEDED.

Procurement officer word choices in a section are capitalized in bold, italic print. For example: ***WILL / WILL NOT***. The procurement officer makes the choice, then enters the word in regular style print, for example: will not.

Names and numbers that need to be inserted are identified like this: ***NAME*** or ***NUMBER***. The procurement officer provides the correct name or number and enters that information in regular style print, for example: 78492.

This template is designed to help you plan the procurement and the resultant contract. Planning the evaluation is critical. Attempt to align the following:

<u>Scope of Work</u>	<u>Evaluation Criteria</u>	<u>Proposal Format</u>
Work to be done	Importance	What the offeror must provide
Problem to be solved	How quality will be	to demonstrate they can meet
What you need	measured	the requirements or do the work

If federal funds or other types of grants will be used for the procurement being contemplated, determine if the funding agency has any special requirements that must be included in this Request for Proposal.

ITD Review of RFPs for IT Products and Services:

Competitive solicitations for IT-related products or services are to be submitted to ITD Policy and Planning for review prior to issuing the solicitation. Attach a cover letter explaining how the products or services requested fit into the agency’s information technology plan. In cases where the procurement does not align with the agency’s IT plan, include justification for the departure from the IT plan. ITD will review the RFP requirements and specifications for alignment with the State’s technical architecture. If not previously requested by the agency, ITD may submit the proposed procurement specifications to the Enterprise Architecture process for an architectural design review. If you have any questions regarding the submittal of the RFP for ITD review or for an EA architectural review, call ITD Policy and Planning at 701-328-1992.

Delete this instruction page in the final draft.

Thank you!

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NOTE: REVISE OR DELETE AS NEEDED.

ATTACHMENT 1 – IS AN EVALUATION FORM THAT MUST BE CUSTOMIZED TO MATCH THE SPECIFIC EVALUATION CRITERIA OF THE RFP.

ATTACHMENT 2 - IS THE CONTRACT FORM THAT MUST INCLUDE ALL THE TERMS AND CONDITIONS THAT WILL APPLY TO THE CONTRACT

ATTACHMENT 3 – IS THE INSURANCE AND INDEMNIFICATION REQUIREMENTS

ATTACHMENT 4 – IS THE COST PROPOSAL FORMAT YOU DEVELOP (OPTIONAL)

ATTACHMENT 5 - IS A SAMPLE NOTICE OF INTENT TO AWARD

ATTACHMENT 6 - IS A CHECKLIST FOR THE VENDOR THAT LISTS ALL DOCUMENTATION AND MATERIALS THAT VENDORS MUST SUBMIT WITH THEIR PROPOSAL.

1. Proposal Evaluation Form
2. Contract Form
3. Indemnification and Insurance Requirements Appendix
4. Cost Proposal Format
5. Sample Notice of Intent to Award
6. Offeror Checklist

LIST ANY ADDITIONAL ATTACHMENTS

SECTION ONE - INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

NOTE: ENTER APPROPRIATE INFORMATION; REVISE AS NEEDED.

THIS IS AN INTRODUCTION TO THE RFP. YOU WILL PROVIDE A MORE DETAILED DESCRIPTION INCLUDING A “SCOPE OF WORK” LATER IN THE RFP DOCUMENT.

The ***NAME OF AGENCY OR INSTITUTION, DIVISION/SECTION/DISTRICT***, hereafter known as “purchasing agency” is soliciting proposals for ***INSERT A BRIEF DESCRIPTION OF THE PURPOSE OF THE RFP CONSISTENT WITH COVER PAGE.***

1.02 Contact Person, Telephone, Fax, E-mail

NOTE: ENTER APPROPRIATE INFORMATION; REVISE OR DELETE AS NEEDED.

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

PROCUREMENT OFFICER: ***NAME***

PHONE: ***NUMBER***

FAX: ***NUMBER***

TTY Users call: 7-1-1

E-MAIL: ***ADDRESS***

1.03 RFP Schedule

NOTE: ENTER APPROPRIATE INFORMATION; REVISE OR DELETE AS NEEDED.

This schedule of events represents the State’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

NOTE: ENTER APPROPRIATE INFORMATION; REVISE OR DELETE AS NEEDED.

IT IS RECOMMENDED THAT YOU ALLOW AT LEAST 21 DAYS FROM THE RELEASE OF THE RFP TO THE PROPOSAL DUE DATE, TO ALLOW VENDORS ADEQUATE TIME TO REVIEW THE RFP AND PREPARE THEIR RESPONSE.

IT IS RECOMMENDED THAT YOU ALLOW SEVEN DAYS BETWEEN ISSUING THE NOTICE OF INTENT TO AWARD AND ISSUING THE CONTRACT TO ALLOW TIME FOR PROTESTS (SEE N.D.C.C. § 54-44.4-12)

INCLUDE DATES OF ANY PRE-PROPOSAL CONFERENCES BEFORE OPENING, OR DEMONSTRATIONS.

- RFP Issued: **RFP DATE**
- Deadline for receipt of questions and objections related to the RFP: **DATE**
- Responses to questions/RFP amendments (if required) **INSERT DATE**
- Proposals due by: **INSERT TIME & DATE (at least 21 days after issue date)**
- Proposal Evaluation Committee evaluation completed by approximately : **DATE**
- State issues Notice of Intent to Award a Contract approximately: **DATE**
- State issues contract approximately: **INSERT DATE (at least 7 days after the Notice of Intent to Award is issued)**
- Contract start: **DATE**

1.04 Return Mailing Address and Deadline for Receipt of Proposals

NOTE: ENTER APPROPRIATE INFORMATION; REVISE OR DELETE AS NEEDED.

ALLOW AT LEAST TWENTY DAYS AFTER THE ISSUE DATE TO ALLOW VENDORS ADEQUATE TIME TO PREPARE THEIR PROPOSALS.

THE OFFEROR MAY BE REQUIRED TO SUBMIT MORE THAN ONE COPY OF ITS PROPOSAL. CONSIDER HOW MANY PEOPLE WILL BE ON THE EVALUATION COMMITTEE.

THE OFFEROR MAY ALSO BE REQUIRED TO SUBMIT AN

ELECTRONIC COPY OF ITS PROPOSAL ON A DISK OR CD.

**THE PROCUREMENT OFFICER MAY REQUIRE OFFERORS TO
SUBMIT COST PROPOSALS SEPARATELY FROM TECHNICAL
PROPOSALS TO AVOID THE POSSIBILITY OF THE PRICE
INFLUENCING SCORING.**

Offerors must submit **ONE COPY/# of COPIES** of its proposal in a sealed envelope or package.

OPTION (DELETE IF NOT USED): Offerors must submit an electronic copy of their proposal on a disk or CD.

OPTION (DELETE IF NOT USED): Cost proposals are to be submitted in a separate sealed envelope or package, clearly labeled “cost proposal.”

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

**NAME OF AGENCY OR INSTITUTION
NAME OF DIVISION, SECTION, OR DISTRICT
Request for Proposal (RFP): TITLE OF THE RFP
RFP Number: NUMBER
MAILING ADDRESS
CITY, ND, ZIP CODE**

Proposals must be received by the purchasing agency at the location specified no later than **2:00 P.M., CENTRAL/MOUNTAIN**, Time on **DATE**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota (“State”) assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror’s failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05 Assistance to Offerors with a Disability

NOTE: THIS SECTION SHOULD NOT BE REVISED OR DELETED.

**IF YOU RECEIVE A REQUEST, THE ND SCHOOL FOR THE DEAF AND
ND SCHOOL FOR THE BLIND MAY BE ABLE TO PROVIDE
ASSISTANCE:**

WWW.NDVISIONSERVICES.COM/BRAILLE-ACCESS-CENTER.HTML

WWW.STATE.ND.US/NDSD

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

1.06 Deadline for Receipt of Questions and Objections

NOTE: THIS SECTION MAY NOT BE REVISED OR DELETED

**INDICATE A DEADLINE FOR RECEIPT OF QUESTIONS OR
COMMENTS IN THE SCHEDULE OF EVENTS.**

**DIRECT ALL QUESTIONS AND OBJECTIONS TO THE
PROCUREMENT OFFICER TO DETERMINE WHETHER ANY
AMENDMENTS ARE NECESSARY AND TO ENSURE ALL VENDORS
RECEIVE THE SAME INFORMATION AT THE SAME TIME.**

**ONLY THE PROCUREMENT OFFICER'S NAME, PHONE, FAX AND
TDD NUMBERS SHOULD BE LISTED BELOW TO AVOID ANY
CONFUSION.**

Offerors must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. All questions must be in writing submitted to the email address of the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communications is considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

1.07 Approved Vendor Registration Requirements

NOTE: SELECT ONE AFTER READING THE “NOTE TO PROCUREMENT OFFICERS” BELOW.

SELECT THE BIDDERS LIST USING NATIONAL INSTITUTE OF GOVERNMENT PURCHASING (“NIGP”) COMMODITY CODE

<http://web.apps.state.nd.us/csd/spo/services/agency/listAllCommodities.htm>

OR PUBLIC ACCESS TO PROCUREMENT VENDOR DATABASE

<http://web.apps.state.nd.us/csd/spo/services/bidder/searchBidder.htm>

IF WAIVING THE REQUIREMENT THAT OFFERORS BE APPROVED PRIOR TO THE OPENING DATE, THE PROCUREMENT OFFICER MUST MAKE A WRITTEN DETERMINATION TO BE PLACED IN THE PROCUREMENT FILE.

NOTE TO PROCUREMENT OFFICERS (DELETE THESE INSTRUCTIONS AFTER SELECTING THE APPROPRIATE CLAUSE)

N.D.C.C. § 54-44.4-09 requires vendors that desire to submit bids or proposals for state contracts to become approved by registering with the North Dakota Secretary of State and Office of Management and Budget, State Procurement Office, unless the requirement is waived by the procurement officer. State agencies and institutions must notify approved vendors on the State's bidders list when soliciting sealed competitive bids or proposals. Select one of the following three clauses relating to use of the bidders list and registration requirements:

- The first clause is used in most situations when the Request for Proposal is issued only to vendors on the bidders list, and all vendors are required to be registered as approved vendors by the deadline for receipt of proposals.*
- The second clause is used when the procurement officer makes a determination that it is in the best interest of the state to accept proposals from offerors that are not registered by the deadline for receipt of proposals, but must become registered before contract award. The offeror's proposal may be rejected if it fails to register within 60 days or a shorter period indicated by the procurement officer. It is recommended that you allow at least allow at least 30 days in the schedule for the successful offeror to become registered with the North Dakota Secretary of State. (In some states, a business entity cannot obtain the required certification from its registering office within 30 days.)*
- The third clause is used when the procurement officer determines that the successful offeror will not be required to become registered as an approved vendor prior to contract award. The approval requirement can be waived when the procurement officer, in consultation with the North Dakota Secretary of State, makes a determination that registration with the North Dakota Secretary of State and an agent for service of process in this state are not required. Contact the North Dakota Secretary of State for assistance at 701-328-4284.*

SELECT ONE OF THE FOLLOWING CLAUSES AND DELETE THE OTHER CLAUSES.

VENDORS MUST BE APPROVED BY TIME SET FOR PROPOSAL OPENING

North Dakota law requires that every person or entity that desires to bid or submit a proposal for contracts for commodities or services be an approved vendor in order to be placed on the State's bidders list. An offeror that is not registered by the deadline for receipt of proposal will be determined to be non-responsive, and its proposal will be rejected.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry. Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code **INSERT THE APPLICABLE 5-DIGIT NIGP COMMODITY CODE (NOTE: USE THE LINK TO THE VENDOR DATABASE VIEW COMMODITY CODES)**.

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.state.nd.us/csd/spo/vendor-resources.html>. Contact the North Dakota Vendor Registry at 701-328-2773 or infospo@state.nd.us for assistance.

OR

VENDORS MUST BE APPROVED BEFORE CONTRACT AWARD

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list; however, the successful offeror will be required to become approved prior to award.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry Office. Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code **INSERT THE APPLICABLE 5-DIGIT NIGP COMMODITY CODE (NOTE: USE THE LINK TO THE VENDOR DATABASE VIEW COMMODITY CODES)**.

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.state.nd.us/csd/spo/vendor-resources.html>. Contact the Vendor Registry Office at 701-328-2773 or infospo@state.nd.us for assistance.

The successful offeror must register and become approved within **60 CALENDAR DAYS (NOTE: PROCUREMENT OFFICER MAY SPECIFY LESS TIME. AT LEAST 30 DAYS IS RECOMMENDED FOR NONRESIDENT BIDDERS TO REGISTER)** from the date of the Notice of Intent to Award. If an offeror fails to become approved by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and its proposal will be rejected.

OR

APPROVED VENDOR REQUIREMENT WAIVED

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list. The successful offeror will not be required to register as an approved vendor; however, the vendor will be required to complete a vendor application to receive payment and provide a W-9, if a 1099 reportable service is being provided.

For information about vendor registration, visit the State Procurement Office Vendor Registry

website at: <http://www.state.nd.us/csd/spo/vendor-resources.htm> or call 701-328-2773 or infospo@state.nd.us.

1.08 Pre-proposal Conference

NOTE: REVISE OR DELETE AS NEEDED

SELECT ONE OF THE FOLLOWING CLAUSES AND DELETE THE OTHER CLAUSES.

No pre-proposal conference will be held for this RFP. Offerors are advised to carefully review the RFP and all attachments and submit all questions to the procurement officer by the deadline indicated for submission of questions in the schedule of events.

OR

NOTE: ENTER APPROPRIATE INFORMATION; REVISE OR DELETE AS NEEDED. ANY PRE-PROPOSAL CONFERENCE THAT IS HELD MUST BE ACCESSIBLE TO PROSPECTIVE OFFERORS WITH DISABILITIES. IN ADDITION, THE PURCHASING AGENCY MUST MAKE ACCOMODATIONS FOR ANY PROSPECTIVE OFFERORS WITH A DISABILITY.

BEFORE MAKING A PRE-PROPOSAL CONFERENCE MANDATORY, CONSIDER THE EFFECT ON POTENTIAL OFFERORS NOT PHYSICALLY LOCATED NEAR THE PURCHASING AGENCY'S LOCATION.

YOU MAY ALSO REQUIRE OFFERORS TO CONDUCT AN ON-SITE INSPECTION OF A STATE FACILITY.

SEE THE ATTORNEY GENERAL'S WEBSITE FOR GUIDANCE ON CONDUCTING AN OPEN MEETING:

<http://www.ag.state.nd.us/openrecords/orm.htm>

A pre-proposal conference will be held at ***TIME, CENTRAL/MOUNTAIN***, Time, on ***DATE*** in the ***PLACE*** conference room on the ***NUMBER*** floor of the ***NAME*** building in ***CITY***, North Dakota. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

OPTION (DELETE IF NOT USED): A site inspection of the facility will be conducted. Attendance at this pre-proposal conference is ***MANDATORY/NOT MANDATORY***.

Offerors with a disability needing accommodation should contact the procurement officer by calling ***NUMBER*** (TTY Users Call: 7-1-1) before the date set for the pre-proposal conference so that reasonable accommodation can be made.

1.09 Amendments to the RFP

NOTE: THIS SECTION MUST NOT BE REVISED OR DELETED.

If an amendment to this RFP is issued, it will be provided to all offerors that were mailed a copy of the RFP and to those that have requested a copy of the RFP from the procurement officer.

1.10 News Releases

NOTE: REVISE OR DELETE AS NEEDED.

News releases related to this RFP will not be made without prior approval of the procurement officer or project manager designated by the State.

1.11 Notice Provided

NOTE: REVISE OR DELETE AS NEEDED

**PUBLIC NOTICE (ADVERTISING) IS NOT REQUIRED FOR
COMMODITIES OR SERVICES PURCHASED UNDER N.D.C.C. § 54-
44.4**

**CHECK YOUR AGENCY'S INTERNAL PROCEDURES OR
REQUIREMENTS RELATED TO ANY GRANT MONIES RECEIVED TO
DETERMINE WHETHER PUBLIC NOTICE IS REQUIRED.**

**IF THE PROPOSAL AND ANY AMENDMENTS WILL BE POSTED TO
A WEBSITE, INDICATE THE WEBSITE ADDRESS.**

Notice of this solicitation has been provided in accordance with N.D.C.C. 54-44.4-09.

INSERT OTHER DIRECTIVES, AS APPLICABLE

OPTION (DELETE IF NOT USED):

The Request for Proposal and any amendments to the RFP will be posted on the following website: ***INSERT WEBSITE ADDRESS.***

1.12 Letter of Interest

NOTE: REVISE OR DELETE, AS NEEDED.

**A LETTER OF INTEREST IS RECOMMENDED WHEN PUBLIC
ADVERTISING OR ON-LINE POSTING IS USED TO ENSURE
INTERESTED PARTIES RECEIVE NOTICE OF ANY AMENDMENTS.**

**THIS IS NOT TO BE CONFUSED WITH A LETTER OF INTENT TO
PROPOSE. LETTERS OF INTENT TO PROPOSE ARE
DISCOURAGED AND SHOULD NOT BE MADE MANDATORY AS A
CONDITION FOR SUBMITTING A PROPOSAL. MANDATORY
LETTERS OF INTENT TO OFFER RESTRICT COMPETITION.**

Vendors interested in receiving any notices related to this RFP are invited to contact the procurement officer with the name of their firm, contact person, mailing address, telephone

number, fax number, and e-mail address. The sole purpose of the letter of interest is to provide the purchasing agency with a contact person to receive any notices related to the RFP. Submission of a letter of interest is not a requirement for submitting a proposal.

SECTION TWO - BACKGROUND INFORMATION

2.01 Background Information

NOTE: REVISE OR DELETE AS NEEDED.

HELP THE OFFEROR UNDERSTAND THE MISSION OR YOUR AGENCY. GIVE THE PROSPECTIVE OFFERORS A CLEAR PICTURE OF THE EVENTS OR HISTORY LEADING UP TO THE CURRENT SITUATION. THE BETTER THE BACKGROUND IS UNDERSTOOD, THE BETTER THE OFFEROR WILL BE ABLE TO MAKE AN APPROPRIATE OFFER.

Background information concerning this project is as follows:

PROVIDE PERTINENT BACKGROUND INFORMATION SPECIFIC TO THIS RFP.

2.02 Technical Overview and State Standards

INSERT THE STATE TECHNICAL ARCHITECTURE DOCUMENTATION AT <http://www.state.nd.us/itd/planning/doc/st-architecture-overview.rtf>.

Information regarding the State's information technology standards may be found at:
<http://www.state.nd.us/ea/standards/>

2.03 Budget

NOTE: ENTER APPROPRIATE INFORMATION; REVISE OR DELETE AS NEEDED.

THE BUDGET CAN BE DISCLOSED AT THE DISCRETION OF THE AGENCY; CONSIDER THE PROS AND CONS.

DISCLOSING THE BUDGET GREATLY INCREASES THE LIKELIHOOD THAT COST PROPOSALS WILL MATCH THE BUDGETED AMOUNT.

CONSIDER DISCLOSING THE BUDGET IF FUNDS ARE LIMITED OR IT IS DIFFICULT TO ESTIMATE THE PROJECT COST. DISCLOSING THE BUDGET WILL HELP ENSURE PROPOSALS RECEIVED ARE WITHIN BUDGET, AND THE AGENCY CAN EVALUATE WHICH PROPOSAL PROVIDES THE MOST VALUE FOR THE BUDGETED DOLLARS.

The estimated budget for completion of this project is between ***LOW RANGE*** and ***HIGH RANGE***. Proposal priced at more than ***DOLLARS*** will be considered non-responsive.

SECTION THREE -SCOPE OF WORK

INFORMATION PROVIDED IN THIS SECTION TELLS THE OFFERORS WHAT IS TO BE DONE INCLUDING THE DESIRED OUTCOME.

BE AS SPECIFIC AND COMPREHENSIVE AS POSSIBLE.

LET THE OFFEROR KNOW EXACTLY WHAT IS REQUIRED. DO NOT PRESUME THAT THE OFFEROR WILL UNDERSTAND SOMETHING IF YOU DO NOT SAY IT.

WRITE IN SIMPLE TERMS.

3.01 Scope of Work

Provide a mission statement that clearly states what is expected of the contractor.

The Department of **NAME**, Division of **NAME**, is soliciting proposals for **WHAT KIND** of services. The Department wants assistance to do **WHAT**. The consultant will do **WHAT**. The goal of this project is to **WHAT**.

3.02 Definitions

Clearly establish what is meant by all special terms and phrases.

3.03 Information Technology Solution

NOTE: REVISE OR DELETE AS APPROPRIATE.

INSERT REQUIREMENTS AND TECHNICAL SPECIFICATIONS FOR THE IT PRODUCT(S) AND/OR SERVICE(S) BEING ACQUIRED UNDER THE CONTRACT.

THE REQUIREMENTS LISTED BELOW ARE SAMPLES WHICH CAN BE MODIFIED BASED ON THE SPECIFIC REQUIREMENTS OF THE CONTRACT.

A. INTRODUCTION

NOTE: REVISE OR DELETE AS NEEDED.

PROVIDE AN INTRODUCTORY NARRATIVE OF THE INFORMATION TECHNOLOGY SOLUTION INCLUDING IT PRODUCTS (HARDWARE AND SOFTWARE) AND IT PROFESSIONAL SERVICES FOR WHICH THIS RFP IS SEEKING PROPOSALS.

B. IT PRODUCT REQUIREMENTS

NOTE: REVISE OR DELETE AS NEEDED.

DESCRIBE HARDWARE AND SOFTWARE PRODUCT

REQUIREMENTS. PROVIDE DETAILED INFORMATION REGARDING THE FEATURES AND FUNCTIONALITY THAT ARE REQUIRED.

IF APPLICABLE, INSERT FORECASTED PURCHASE VOLUMES FOR THIS CONTRACT. THIS IS PARTICULARLY RELEVANT TO TERM CONTRACTS AND AGGREGATED PURCHASING CONTRACTS.

C. SOFTWARE LICENSING REQUIREMENTS

NOTE: REVISE OR DELETE AS NEEDED.

IF THE CONTRACT WILL INCLUDE SOFTWARE TO BE LICENSED FROM THE VENDOR, INSERT SOFTWARE LICENSING REQUIREMENTS AND ANTICIPATED VOLUME. INCLUDE A PROVISION FOR THE VENDOR TO PROPOSE VARIOUS LICENSING OPTIONS AND TO RECOMMEND THE ADVANTAGES OF THOSE VARIOUS OPTIONS. FOR EXAMPLE, LICENSING OPTIONS MAY INCLUDE:

**PER USER
PER SERVER
PER WORK TEAM
CONCURRENT USER
ENTERPRISE (UNRESTRICTED)**

D. COMPATIBILITY WITH TECHNOLOGY STANDARDS AND EXISTING TECHNOLOGY

NOTE: REVISE OR DELETE AS NEEDED.

DESCRIBE ANY APPLICABLE TECHNOLOGY STANDARDS THE PROPOSED SOLUTION MUST BE COMPLIANT WITH AND EXISTING TECHNOLOGY THAT THE PROPOSED SOLUTION MUST BE COMPATIBLE WITH.

E. INDUSTRY STANDARDS AND CERTIFICATION

NOTE: REVISE OR DELETE AS NEEDED.

DESCRIBE ANY APPLICABLE INDUSTRY STANDARDS AND CERTIFICATIONS THAT THE PROPOSED SOLUTION MUST BE COMPLIANT WITH.

F. IT PROFESSIONAL SERVICES

NOTE: REVISE OR DELETE AS NEEDED.

DESCRIBE IT PROFESSIONAL SERVICES THAT ARE BEING SOUGHT. DESCRIBE IN DETAIL THE EXPECTATIONS OF THE CONTRACTOR FOR SERVICES REQUIRED TO SUCCESSFULLY IMPLEMENT THE PROPOSED IT SOLUTION. INCLUDE ALL APPLICABLE EXPECTATIONS OF THE IT CONTRACT SUCH AS:

- IT CONSULTING SERVICES**
- PROJECT MANAGEMENT**
- ANALYSIS/DESIGN**

- APPLICATION DEVELOPMENT OR MODIFICATIONS
- TESTING
- TRAINING
- DOCUMENTATION
- DATA CONVERSION
- IMPLEMENTATION SERVICES
- POST IMPLEMENTATION SERVICES

NOTE TO PROCUREMENT OFFICERS:

The following items should be considered regarding an IT professional services contract.

INSERT OR DELETE ANY APPLICABLE REQUIREMENTS AND DELETE THESE INSTRUCTIONS.

State-Furnished Property/Services

Describe what part your agency will play in the process. List any resources the State will provide for the project. This may also be provided as a technical exhibit.

Contractor-Furnished Property

Indicate any equipment or materials the contractor will be required to furnish. Avoid dictating requirements that may add unnecessary costs to the contract. Indicate what is needed, and allow the contractor to describe what it will furnish to meet that need.

Quality Assurance

Describe the standards or indicators that will be used to measure the quality or quantity of work to be performed. Consider how you will monitor performance of the contractor during the contract. Indicate any progress points at which partial payments will be made, and how work progress will be evaluated, and what corrective measures will be taken.

Directives

List any directives that may influence the contract. These may include federal or state laws or regulations, OSHA directives, or federal rules or regulations concerning grants. Directives are normally too long to include in the RFP. Instead, site the reference for the directive.

Technical Exhibits

Include as an attachment to the RFP any documents or additional information too lengthy to describe in the text.

G. VALUE ADDED FEATURES

NOTE: REVISE OR DELETE AS NEEDED.

INSERT A PROVISION FOR THE VENDOR TO DETAIL AND DESCRIBE ANY FUNCTIONALITY, PRODUCTS, SERVICES, OR UPGRADES THAT ARE NOT PART OF THE IT REQUIREMENTS IN THIS RFP AND DEMONSTRATE ADDED VALUE.

3.04 Product Support and Customer Service Requirements

NOTE: REVISE OR DELETE AS APPROPRIATE.

INSERT HARDWARE AND SOFTWARE SUPPORT REQUIREMENTS AND CUSTOMER SERVICE EXPECTATIONS IN THIS SECTION.

THE REQUIREMENTS LISTED BELOW ARE SAMPLES WHICH CAN BE MODIFIED BASED ON THE SPECIFIC REQUIREMENTS OF THE CONTRACT.

A. Base Warranty

INCLUDE ANY WARRANTY REQUIREMENTS. INSERT A PROVISION FOR THE VENDOR TO DETAIL AND DESCRIBE THE BASE PRODUCT WARRANTY.

B. Technical Support

INCLUDE ANY TECHNICAL SUPPORT REQUIREMENTS AND RESPONSE TIME EXPECTATIONS OF THE CONTRACT. INSERT A PROVISION FOR THE VENDOR TO DETAIL AND DESCRIBE THE TECHNICAL SUPPORT SERVICES THAT ARE BEING PROPOSED. ASK THE VENDOR TO DETAIL ANY ADDITIONAL TECHNICAL SUPPORT OPTIONS THAT ARE AVAILABLE.

C. Customer Service, Sales Support, Training

INCLUDE ANY REQUIREMENTS FOR THE VENDOR TO SUPPORT THE CONTRACT INCLUDING SALES SUPPORT, RELATIONSHIP BUILDING, AND TRAINING.

FOLLOWING ARE SOME CUSTOMER SERVICE AND SUPPORT ITEMS TO CONSIDER BASED ON THE REQUIREMENTS OF THE CONTRACT:

- **ACCOUNT REPRESENTATIVE EXPERIENCE WITH THE PRODUCTS AND SERVICES BEING OFFERED**
- **VENDOR PROCESS FOR HANDLING CUSTOMER INQUIRIES AND RESPONSE TIME**
- **ONGOING PRODUCT UPDATES AND STRATEGIC PLANNING**
- **REPORTS RELATED TO SALES AND TECHNICAL SUPPORT PERFORMANCE UNDER THE CONTRACT**
- **MAINTAINING A WEB SITE FOR SALES AND CUSTOMER SUPPORT OF THE CONTRACT**
- **INITIAL TRAINING AND START-UP SERVICES**
- **ONGOING TRAINING PROGRAMS**

3.05 Prior Experience

NOTE: REVISE OR DELETE AS NEEDED.

**EXPERIENCE CAN BE INCLUDED AS AN EVALUATION CRITERIA,
WHETHER OR NOT PRIOR EXPERIENCE IS REQUIRED.**

No specific minimums have been set for this RFP.

OR

In order for offers to be considered responsive, offerors must meet the minimum prior experience requirements. An offeror's failure to meet these minimum prior experience requirements will cause its proposal to be considered non-responsive and its proposal will be rejected. The minimum experience requirements are:

NOTE: REVISE OR DELETE AS NEEDED.

**PROVIDE SPECIFIC DETAILS ON THE AMOUNT OF PRIOR
EXPERIENCE REQUIRED.**

**THERE MUST BE SOME WAY FOR THIRD-PARTY INDEPENDENT
VERIFICATION OF THE EXPERIENCE REQUIRED.**

**SPECIFICATIONS SUCH AS PRIOR EXPERIENCE MAY NOT BE
UNDULY RESTRICTIVE. BE CAREFUL NOT TO SET REQUIREMENTS
SO HIGH TO DISQUALIFY GOOD POTENTIAL CONTRACTORS.
HAVE A REASONABLE BASIS FOR THIS AND ALL OTHER
SPECIFICATIONS.**

**WHEN PRIOR EXPERIENCE IS REQUIRED, PROPOSALS OF
OFFERORS WHO DON'T MEET THE REQUIREMENTS MUST BE
REJECTED. IF EXPERIENCE IS AN EVALUATION CRITERIA,
OFFERORS RECEIVE POINTS FOR EXPERIENCE THAT EXCEEDS
THE MINIMUM REQUIREMENT.**

***INSERT SPECIFIC DETAILS ON THE AMOUNT OF PRIOR EXPERIENCE REQUIRED AND
DELETE THESE INSTRUCTIONS.***

3.06 Contract Schedule and Deliverables

REVISE OR DELETE AS NEEDED.

**ENTER APPROPRIATE PROJECT DELIVERABLES. LIST EVERY
DELIVERABLE, EVEN THOSE THAT DO NOT SEEM PARTICULARLY
IMPORTANT RIGHT NOW.**

**DO NOT ASSUME THAT THE CONTRACTOR WILL GIVE MORE THAN
IS REQUESTED. LOOK THROUGH THIS LIST AND BE SATISFIED
THAT THE JOB WILL BE FINISHED WHEN YOU GET EVERYTHING
LISTED HERE.**

**CONSIDER WAYS TO ENSURE THE QUALITY OF THE SERVICE
PROVIDED AND INCORPORATE THOSE QUALITY CONTROL**

MEASURES INTO THE DESCRIPTION OF THE DELIVERABLES

EXAMPLE DELIVERABLES:
WORK PLAN
SYSTEM DESIGN DOCUMENT
HARDWARE INSTALLATION
TRAINING MANUALS AND TRAINING SESSIONS
SOFTWARE IMPLEMENTATION
DATA CONVERSION
STATUS REPORTS

3.07 Location of Work

NOTE: ENTER APPROPRIATE INFORMATION; REVISE OR DELETE AS NEEDED.

DESCRIBE WHERE THE WORK IS TO BE PERFORMED.

IF APPLICABLE, DESCRIBE WHERE RECORDS ARE TO BE MAINTAINED.

The work is to be performed, completed, and managed at the following locations:

INSERT LOCATION (S). IF NO ON-SITE PERFORMANCE IS REQUIRED, SO STATE.

The State ***WILL / WILL NOT*** provide workspace for the contractor.

The contractor should include in its price proposal: transportation, lodging, and per diem costs sufficient to pay for ***NUMBER*** person(s) to make ***NUMBER*** trip(s) to ***LOCATION***. Travel to other locations will not be required.

3.08 Federal Requirements

NOTE: REVISE OR DELETE AS NEEDED

INSERT ANY KNOWN FEDERAL REQUIREMENTS

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

NOTE TO PROCUREMENT OFFICERS: *Where any federal funds are used to finance the procurement process or resulting good/services being procured, determine the funding agency's requirements. For example, some federal agencies require submission and approval of an advance-planning document before a formal procurement will be authorized.*

Other issues to be addressed include the timing and frequency of federal agency reviews and/or approvals during the procurement cycle, specific topics and wording that must be included in the RFP, guidelines on how much weight cost must be given relative to all other factors in selecting a vendor, and the nature and content of documentation associated with evaluating vendor

proposals and selecting a vendor.

INSERT ANY APPLICABLE FEDERAL REQUIREMENTS AND DELETE THESE INSTRUCTIONS.

SECTION FOUR - GENERAL CONTRACT INFORMATION

NOTE: PLANNING THE CONTRACT IS VERY IMPORTANT. INCLUDE ALL TERMS AND CONDITIONS THAT WILL BE APPLICABLE TO THE CONTRACT.

4.01 Contract Term, Extension and Renewal Options

NOTE: ENTER APPROPRIATE INFORMATION; REVISE OR DELETE AS NEEDED.

INDICATE THE INITIAL TERM OF THE CONTRACT AND ANY PROVISIONS FOR CONTRACT EXTENSIONS OR RENEWALS.

BE SURE THE CONTRACT (ATTACHED TO THE RFP) INCLUDES THE CONTRACT TERMS AND ANY PROVISIONS FOR CONTRACT EXTENSION OR RENEWAL.

The State intends to enter into a contract with an effective date beginning **DATE & YEAR** and ending **DATE & YEAR**.

Extension Option

NOTE: ENTER APPROPRIATE INFORMATION; REVISE OR DELETE AS NEEDED.

AN EXTENSION PROVISION IS NORMALLY USED FOR A ONE-TIME PROCUREMENT. THE EXTENSION PROVISION ALLOWS THE CONTRACT TO BE AMENDED TO ALLOW ADDITIONAL TIME TO COMPLETE THE WORK OR CONDUCT A PROCUREMENT PROCESS.

INDICATE THE MAXIMUM NUMBER OF DAYS/MONTHS ALLOWED, NORMALLY NOT TO EXCEED TWELVE MONTHS.

The State reserves the right to extend the contract period for an additional period of time, not to exceed **INSERT NUMBER OF DAYS/MONTHS**, beyond the normal expiration date of the contract, upon mutual written agreement by both parties.

Renewal Option

NOTE: ENTER APPROPRIATE INFORMATION; REVISE OR DELETE AS NEEDED.

AN EXTENSION PROVISION IS NORMALLY USED WHEN A MULTI-YEAR CONTRACT IS ANTICIPATED. THE EXTENSION PROVISION ALLOWS THE CONTRACT TO BE RENEWED FOR ADDITIONAL (OR MULTIPLE) TERMS AFTER THE COMPLETION OF THE INITIAL CONTRACT PERIOD.

**DETERMINE THE TOTAL VALUE OF THE CONTRACT BY MULTIPLYING THE VALUE OF THE INITIAL TERM BY ALL RENEWAL OPTIONS
(e.g. \$20,000 CONTRACT WITH TWO RENEWAL OPTIONS = \$60,000 VALUE).**

This contract may be renewed upon satisfactory completion of the initial contract term. The state reserves the right to execute up to **TWO** options to renew this contract annually under the same terms and conditions for a period of **12 MONTHS** each. This contract will not automatically renew. The State will provide written notice to the contractor of its intent to renew this contract at least **NUMBER OF DAYS** before the scheduled contract expiration date.

4.02 Contract Type

NOTE: REVIEW THE NOTE TO PROCUREMENT OFFICERS BELOW TO SELECT THE APPROPRIATE TYPE OF CONTRACT .

THERE ARE SEVERAL DIFFERENT TYPES OF CONTRACTS THAT MAY BE SUITABLE FOR THE PROPOSED PROJECT.

REVIEW THE CONTRACT TYPES LISTED BELOW TO DETERMINE WHICH WOULD BE THE MOST APPROPRIATE.

THE TYPE OF CONTRACT USED IS LIKELY TO HAVE AN IMPACT ON COSTS TO THE STATE. THE PROCUREMENT OFFICER SHOULD SELECT THE TYPE OF CONTRACT THAT WILL BEST SERVE THE STATE'S NEEDS AT THE MOST REASONABLE COST.

ANY CONTRACT WITH A VALUE OF \$250,000 OR MORE SHOULD BE DRAFTED IN COORDINATION WITH YOUR ASSISTANT ATTORNEY GENERAL OR SPECIAL ASSISTANT ATTORNEY GENERAL.

NOTE TO PROCUREMENT OFFICERS

The following information is for preparer's information only and should not be printed in the final RFP. The procurement officer must select one of the following types of contracts:

Firm Fixed Contracts

Firm Fixed Price: The most common and easiest contract to administer is a firm fixed price contract. A fixed price contract is one that obligates the contractor to performance at a specified price.

Fixed Price with Adjustment: These contracts allow for price adjustments on the occurrence of specified changes in the cost or price factors set out in the contract. These types of contracts are most useful when the contractor's future prices are so uncertain as to make a firm proposal impossible, or if covering all probable risk, so high as to make the offer unattractive and possibly unfair to the State.

Fixed Price Incentive. A target price, ceiling price, and a profit formula are used in this type of contract. When the contractor performs below the costs stipulated in the target price, the contractor and the State share in the savings. If costs exceed those estimated, the contractor's profit margin declines and the price ceiling is followed. In these types of contracts, performance can be quantified in terms of costs and services and/or deliverables.

Cost Reimbursement Contracts

Cost Plus Fixed Fee

Under these contracts, contractors are paid for all allowable costs plus a predetermined fixed fee. These contracts have been found to be beneficial for research and development work.

Cost Plus Incentive Fee

Under this type of contract, a tentative fee based on estimated costs and a target price is established. If actual costs fall below estimated costs, the contractor and State share in the savings. The contractor can lose all or part of its fee, but it must be paid for all costs.

Cost Plus a Percentage of Cost

Under this type of contract the contractor receives payment for costs of performance plus a specified percentage of actual costs as a fee. Cost plus a percentage of costs provide no incentive for efficient and economical contractor performance and are not recommended.

Other Types Of Contracts

Time and Materials Contracts

In addition to a fixed labor rate, these contracts include separate costs for materials used under the contract.

NOTE: DELETE THE PREVIOUS CONTRACT INFORMATION AND INCLUDE THE FOLLOWING SENTENCE WITH THE APPROPRIATE INFORMATION IN THE RFP.

This contract is a **ENTER NAME OF TYPE** contract.

4.03 Standard Contract Provisions

NOTE: THIS SECTION MUST NOT BE REVISED OR DELETED.

ATTACH THE CONTRACT YOU INTEND THE SUCCESSFUL OFFEROR TO SIGN. SEE THE ATTORNEY GENERAL CONTRACT DRAFTING AND REVIEW MANUAL. CUSTOMIZE THE ATTORNEY GENERAL SAMPLE SERVICE CONTRACT (OR CONTRACT APPROVED BY YOUR AGENCY'S ASSISTANT ATTORNEY GENERAL OR LEGAL COUNSEL) FOR THE PROCUREMENT BEING CONTEMPLATED.

THE OFFICE OF THE ATTORNEY GENERAL RECOMMENDS ANY CONTRACT OBLIGATING MORE THAN \$250,000 BE REVIEWED BY AN ASSISTANT ATTORNEY GENERAL OR YOUR AGENCY'S SPECIAL ASSISTANT ATTORNEY GENERAL.

SEE THE ATTORNEY GENERAL WEBSITE FOR THE SAMPLE SERVICE CONTRACT:

<http://www.ag.state.nd.us/legalopinions.htm>

The successful offeror will be required to sign and submit the contract attached to this RFP (Attachment 2). The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the offeror's proposal. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

4.04 Proposal as a Part of the Contract

NOTE: REVISE OR DELETE AS NEEDED.

BE SURE TO INCORPORATE THE SCOPE OF WORK, DELIVERABLES, AND ANY OTHER NEEDED TERMS AND CONDITIONS INTO THE CONTRACT.

Part or all of this RFP and the successful proposal may be incorporated into the contract.

4.05 Additional Terms and Conditions

NOTE: REVISE OR DELETE AS NEEDED.

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

4.06 Supplemental Terms and Conditions

NOTE: THIS SECTION MUST NOT BE REVISED OR DELETED.

**CONSULT YOUR LEGAL COUNSEL OR ASSISTANT ATTORNEY
GENERAL BEFORE ACCEPTING SUPPLEMENTAL TERMS AND
CONDITIONS INCLUDED IN AN OFFEROR'S PROPOSAL.**

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

4.07 Contract Approval

NOTE: REVISE OR DELETE AS NEEDED.

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency signs the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

4.08 Contract Changes - Unanticipated Amendments

NOTE: REVISE OR DELETE AS NEEDED.

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager designated by the State will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the purchasing agency.

4.09 Indemnification and Insurance Requirements

**NOTE: SEE THE RISK MANAGEMENT APPENDIX AND SELECT THE
APPROPRIATE CLAUSE.**

**CONSULT THE OFFICE OF MANAGEMENT AND BUDGET, RISK
MANAGEMENT DIVISION OR LEGAL COUNSEL FOR ASSISTANCE
IN SELECTING THE APPROPRIATE CLAUSE OR MAKING
MODIFICATIONS TO A CLAUSE.**

CONSULT OFFICE OF MANAGEMENT AND BUDGET, RISK MANAGEMENT DIVISION OR LEGAL COUNSEL IF A VENDOR TAKES EXCEPTION TO THE INDEMNIFICATION AND INSURANCE REQUIREMENTS. YOU MUST ISSUE A MODIFICATION TO THE RFP IF YOU AGREE TO WAIVE OR MODIFY THE REQUIREMENTS.

Offerors must review the attached Service Contract for indemnification and insurance requirements. The indemnification and insurance provisions will be incorporated into the final contract.

Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing to the attention of the procurement officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the purchasing agency in consultation with the North Dakota Risk Management Division.

Upon receipt of the Notice of Intent to Award, the successful offeror must obtain the required insurance coverage and provide the procurement officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the purchasing agency, in consultation with the North Dakota Risk Management Division. An offeror's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

4.10 Taxes and Taxpayer Identification

NOTE: REVISE OR DELETE AS NEEDED.

MANY SERVICES ARE 1099-REPORTABLE AND REQUIRE ENDORS TO SUBMIT A W-9—ESPECIALLY WHEN CONTRACTING WITH INDIVIDUALS, PARTNERSHIPS AND CORPORATIONS OR OTHER BUSINESS ENTITIES (FOR PROFIT OR TAX EXEMPT) PROVIDING MEDICAL OR HEALTH SERVICES. CONTACT YOUR BUSINESS MANAGER OR ACCOUNTING TO DETERMINE IF PAYMENTS TO THE CONTRACTOR ARE 1099 REPORTABLE.

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

NOTE: REVISE OR DELETE AS NEEDED.

THIS CLAUSE IS APPROPRIATE WHEN THE SERVICES WILL BE PERFORMED WITHIN NORTH DAKOTA.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on

material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at <http://www.nd.gov/tax> for more information.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information

4.11 F.O.B. Point and Freight

NOTE: REVISE OR DELETE AS NEEDED. DELETE IF COMMODITIES WILL NOT BE PURCHASED AS A RESULT OF THIS CONTRACT.

All commodities purchased through this contract will be Free on Board ("F.O.B.") final destination, freight prepaid. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of North Dakota. Title will pass to the State at destination, and the vendor will be responsible for any freight claims.

4.12 Proposed Payment Procedures

NOTE: CHOOSE APPROPRIATE PARAGRAPH, REVISE AS NEEDED.

PREPARERS SHOULD BE AS SPECIFIC AS POSSIBLE REGARDING PAYMENT PROVISIONS. AGENCIES MAY WANT TO CONSIDER RETAINING A PERCENTAGE OF THE CONTRACT AMOUNT UNTIL THE CONTRACT IS SUCCESSFULLY COMPLETED.

The State will make a single payment when all of the deliverables are received and the contract is completed and approved by the project manager designated by the State.

OR

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and the project director has approved invoice.

OR

The State will pay the entire contract amount in **NUMBER** equal payments. Each incremental payment will be made after **NAME SPECIFIC TASKS OR REPORTS** have been completed and approved by the project director. The final payment will not be made until the entire contract, including **NAME SPECIFIC TASKS OR REPORTS** are completed and approved by the project manager.

NOTE: REVISE OR DELETE AS NEEDED.

THIS CLAUSE MAY BE OMITTED IF THE PURCHASING AGENCY INTENDS TO ALLOW PREPAYMENT.

THE ATTORNEY GENERAL'S OFFICE AND STATE AUDITOR DISCOURAGE THE USE OF PREPAYMENT PROVISIONS. AN AGENCY SHOULD STRONGLY CONSIDER REQUIRING THE CONTRACTOR TO POST A PERFORMANCE BOND IF THE CONTRACTOR REQUIRES PREPAYMENT.

The State will not make any advanced payments before performance by the contractor under this contract.

4.13 Contract Funding

NOTE: CHOOSE APPROPRIATE PARAGRAPH, REVISE AS NEEDED.

IF A CONTRACT IS EXPECTED TO CROSS THE BIENNIUM OR THERE IS ONLY FUNDING FOR THE CURRENT FISCAL YEAR, INCLUDE THE SECOND STATEMENT.

Payment for the contract is subject to funds already appropriated and identified.

OR

Approval or continuation of a contract resulting from this solicitation is contingent upon continuing appropriation. The contract may be terminated by the state or modified by agreement of both parties in the event funding from federal, state, or other sources is not obtained and continued at sufficient levels.

4.14 Payment Terms

NOTE: REVISE OR DELETE AS NEEDED.

STATE ENTITIES SHOULD BE AWARE THAT INTEREST MUST BE PAID ON A PAYMENT DUE FROM THE STATE IF THE PAYMENT IS NOT MADE BY THE DATE SPECIFIED IN THE CONTRACT, OR IF NO DATE IS SPECIFIED, WITHIN 45 DAYS OF RECEIPT OF AN INVOICE.

DISCOUNTS FOR PROMPT PAYMENT ARE NOT NORMALLY CONSIDERED IN AWARD, BUT THE PURCHASING AGENCY SHOULD BE AWARE OF ANY PROMPT PAYMENT DISCOUNT TERMS OFFERED. PROMPT PAYMENT DISCOUNTS MAY ONLY BE TAKEN IF PAYMENT IS MADE WITHIN THE SPECIFIED TIME.

No payment will be made until the purchasing agency approves the contract.

Payment for commodities and services received under contracts will normally be made within 30 calendar days after receipt and acceptance by the purchasing agency or after receipt of a correct invoice, whichever is later. Payment inquiries must be directed to the purchasing agency.

Prompt Payment Discount Terms offered by the contractor may be taken by the purchasing agency if payment is made within the specified terms.

4.15 Contract Personnel

NOTE: REVISE OR DELETE AS NEEDED.

The project manager designated by the purchasing agency must approve any change of the contractor's project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

4.16 Right to Inspect Place of Business

NOTE: REVISE OR DELETE AS NEEDED.

At reasonable times, the State may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the State makes an inspection, the contractor must provide reasonable assistance.

4.17 Inspection & Modification - Reimbursement for Unacceptable Deliverables

NOTE: REVISE OR DELETE AS NEEDED.

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent, the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4.18 Termination for Default

NOTE: REVISE OR DELETE AS NEEDED.

If the project manager designated by the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor,

terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached.

4.19 Open Records Laws - Confidentiality

NOTE: THIS SECTION MUST NOT BE REVISED OR DELETED.

Any records that are obtained or generated by the contractor under this contract are subject to North Dakota open records law regarding public records and handling of confidential information.

4.20 Work Product, Equipment, and Material

NOTE: REVISE OR DELETE AS NEEDED.

NOTE: THE OFFICE OF THE ATTORNEY GENERAL CONTRACT DRAFTING AND REVIEW MANUAL STATES, "IF A CONTRACTOR IS ALLOWED TO RETAIN VALUABLE PROPERTY THAT WAS PURCHASED OR CREATED AT STATE EXPENSE, THE AGENCY SHOULD DETERMINE WHETHER THE CONTRACT PRICE SHOULD BE ADJUSTED TO REFLECT THE VALUE RETAINED BY THE CONTRACTOR."

All work product, equipment or materials created or purchased under this contract belong to the State and must be delivered to State at State's request upon termination of this contract, unless otherwise agreed in writing by the purchasing agency.

4.21 Independent Entity

**NOTE: FOR USE WHEN PROCURING SERVICES, DELETE WHEN PROCURING GOODS.
IF USED, THIS SECTION MUST NOT BE REVISED.**

The contractor is an independent entity under this contract and is not a State employee for any purpose. The contractor retains sole and absolute discretion in the manner and means of carrying out the contractor's activities and responsibilities under the contract, except to the extent specified in the contract.

4.22 Assignment

NOTE: THIS SECTION MUST NOT BE REVISED OR DELETED.

Contractor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, the contractor may enter into subcontracts provided that the subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

4.23 Disputes - Applicable Law and Venue

NOTE: THIS SECTION MUST NOT BE REVISED OR DELETED.

Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

4.24 Informal Debriefing

NOTE: REVISE OR DELETE AS NEEDED.

INFORMAL BRIEFINGS CAN BE HELPFUL TO DISCUSS “LESSONS LEARNED” AND ENSURE A SUCCESSFUL TRANSITION AT THE COMPLETION OF A PROJECT.

IF A DEBRIEFING IS PLANNED, INCLUDE IT IN THE SCHEDULE OF EVENTS

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer or project manager designated by the State. If performed, the scope of the debriefing will be limited to the work performed by the contractor. The debriefing time and location will be negotiated between the purchasing agency and contractor.

4.25 Bid Bond – Bid Security - Performance Bond - Surety Deposit

NOTE: REVISE OR DELETE AS NEEDED. IF USED, THE RFP MUST CLEARLY DETAIL THE FORM AND SUBSTANCE OF THE PERFORMANCE BOND.

BID BONDS, PERFORMANCE BONDS OR OTHER TYPES OF SURETY ARE NOT ROUTINELY NEEDED. MAKE SURE THE BOND IS NEEDED BEFORE IT IS SPECIFIED.

SELECT AN APPLICABLE AMOUNT FOR A PERFORMANCE BOND AND SURETY DEPOSIT. THE AMOUNT SHOULD BE EQUAL TO THE COST OF A REPLACEMENT CONTRACT.

ATTACH YOUR AGENCY’S BOND FORM OR YOU MAY USE THE OMB BOND FORM FOUND ON THE STATE PROCUREMENT OFFICE WEBSITE: <http://www.state.nd.us/csd/spo/agency-forms.html>.

A ***TYPE OF BOND IS/IS NOT*** required.

Bid Bond

Offerors must obtain a bid bond and submit it with the proposal. The amount of the bid bond for this contract is ***INDICATE SPECIFIC DOLLAR AMOUNT OR PERCENTAGE OF THE PROPOSAL PRICE, UP TO 5 PERCENT***. The bid bond will be immediately forfeited to the State in the event an offeror is selected to receive the contract and fails to negotiate, or fails to

deliver a fully executed contract after negotiation. The time limit for negotiation or delivery of a contract is **14 CALENDAR DAYS (OR TIME REQUIRED BY AGENCY)** from the date the offeror receives the Notice of Intent to Award from the procurement officer, unless the time is extended in writing by the purchasing agency. Proposals submitted without a bid bond will be rejected.

Bid Security

In lieu of a bid, a certified check or cashiers check drawn on a federally insured bank, or other form of bid security acceptable to the purchasing agency may be substituted. The amount of the surety deposit must be **INDICATE SPECIFIC DOLLAR AMOUNT OR PERCENTAGE OF THE PROPOSAL PRICE, UP TO 5 PERCENT**. Substitution of a surety deposit must be approved by the State prior to its submittal. An offeror's failure to provide the surety deposit, within the required time, will cause the State to reject the proposal.

Performance Bond

IF A PERFORMANCE BOND IS REQUIRED, THE PURCHASING AGENCY MUST DETERMINE THE AMOUNT OF A PERFORMANCE BOND BY CONSIDERING THE SUBJECT SERVICE AND THE CIRCUMSTANCES OF THE GIVEN PROCUREMENT.

THE AMOUNT SHOULD EQUAL TO THE POTENTIAL LIABILITY INVOLVED WITH THE CONTEMPLATED SERVICE CONTRACT. THE AMOUNT OF A PERFORMANCE BOND OR SURETY DEPOSIT SHOULD BE EQUAL TO THE COST OF A REPLACEMENT CONTRACT.

THE RFP MUST CLEARLY DETAIL THE FORM AND SUBSTANCE OF THE PERFORMANCE BOND, IF ONE IS REQUIRED.

ATTACH YOUR AGENCY'S BOND FORM OR YOU MAY USE THE OMB BOND FORM FOUND ON THE STATE PROCUREMENT OFFICE WEBSITE: <http://www.state.nd.us/csd/spo/agency-forms.html>.

Offerors must obtain a letter of commitment for a performance bond from a bonding company and submit it with the proposal. The amount of the performance bond must be equal to **SPECIFY DOLLAR AMOUNT OR PERCENTAGE OF THE CONTRACT PRICE FOR THE FULL TERM OF THE CONTRACT, UP TO 100 PERCENT**.

If the contractor fails to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the State.

The actual performance bond must be obtained from the bonding company and provided to the State within **14 CALENDAR DAYS (OR TIME REQUIRED BY AGENCY)** after the date of the Notice of Intent to Award unless the time is extended in writing by the purchasing agency. An offeror's failure to provide the performance bond, within the required time, will cause the State to reject the proposal.

Surety Deposit

In lieu of a performance bond, a certified check or cashiers check drawn on a federally insured bank, or other form of bid security acceptable to the purchasing agency may be substituted.

The amount of the surety deposit must be **SPECIFY DOLLAR AMOUNT OR PERCENTAGE OF THE CONTRACT PRICE FOR THE FULL TERM OF THE CONTRACT, UP TO 100 PERCENT**. Substitution of a surety deposit must be approved by the State prior to its submittal. An offeror's failure to provide the surety deposit, within the required time, will cause the State to reject the proposal.

4.26 Liquidated Damages

NOTE: ENTER APPROPRIATE INFORMATION; REVISE OR DELETE AS NEEDED.

CONTRACTS MAY NOT INCLUDE A PENALTY FOR NONPERFORMANCE. N.D.C.C. § 9-08-3. CONTRACTS MAY NOT INCLUDE A LIQUIDATED DAMAGES PROVISION WHICH FIXES THE AMOUNT OF DAMAGES IN THE EVENT OF NONPERFORMANCE UNLESS THREE FACTS EXIST:

- 1) AT THE TIME THE CONTRACT WAS MADE, THE DAMAGES IN THE EVENT OF NONPERFORMANCE WOULD BE DIFFICULT TO ACCURATELY ESTIMATE;**
- 2) THERE WAS A REASONABLE EFFORT BY THE PARTIES TO FIX THEIR COMPENSATION UNDER THE CONTRACT; AND**
- 3) THE AMOUNT OF LIQUIDATED DAMAGES SET BY THE PARTIES IS REASONABLE AND NOT DISPROPORTIONATE TO THE DAMAGES REASONABLY TO BE ANTICIPATED. N.D.C.C. § 9-08-04. THESE REQUIREMENTS ARE MORE LIBERALLY APPLIED IN PUBLIC CONTRACTS.**

WATCH FOR LIQUIDATED DAMAGES PROVISIONS PROPOSED BY THE OFFEROR. LIQUIDATED DAMAGES PROVISIONS THAT MAY BE ENFORCED AGAINST THE STATE ARE STRONGLY DISCOURAGED. STATE AGENCIES MUST HAVE THE ABILITY TO TERMINATE AGREEMENTS NOT ONLY FOR CAUSE OR MUTUAL CONSENT, BUT ALSO IF FUNDING IS REDUCED OR FOR ANOTHER LEGITIMATE REASON WITHOUT INCURRING ADDITIONAL LIABILITY.

CONSULT YOUR ASSISTANT ATTORNEY GENERAL IF YOU PLAN TO INCLUDE A PROVISION FOR LIQUIDATED DAMAGES.

The State will include liquidated damages in this contract to assure its timely completion, and not as a penalty. The amount of actual damages will be difficult to accurately estimate. For the purposes of this contract the State has set the rate of liquidated damages at **INSERT DOLLAR AMOUNT** per day. This amount is based on **PROVIDE BACKGROUND INFORMATION ON HOW THE AGENCY ARRIVED AT THAT NUMBER**. If the contractor fails to **DO SOMETHING**, the State will begin to collect liquidated damages on **DATE** and will continue to collect them until **SOMETHING ELSE HAPPENS**.

SECTION FIVE - EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS CONTRACT IS 100

NOTE: REVISE OR DELETE AS NEEDED.

CAREFULLY PLAN HOW YOU WILL EVALUATE THE PROPOSALS
BEFORE YOU ISSUE THE RFP.

DECIDE WHAT CRITERIA YOU CAN USE TO EVALUATE THE
PROPOSED SOLUTION AND THE OFFEROR.

THE CRITERIA IN THIS SECTION MUST MATCH THE CONTENTS OF
THE PROPOSAL DEVELOPED IN SECTION SIX.

DEVELOP QUESTIONS RELATED TO THE EVALUATION CRITERIA
TO HELP YOU MEASURE THE QUALITY OF EACH PROPOSAL AND
THE OFFEROR. THESE QUESTIONS NEED TO BE INCORPORATED
INTO THE FORMS USED BY THE EVALUATION COMMITTEE (SEE
ATTACHMENTS).

IF YOU WILL HAVE AN EVALUATION COMMITTEE, CONSIDER
SELECTING THE MEMBERS AND GETTING THEIR INPUT.

5.01 Information Technology Solution

Thirty Percent (30%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below.

[a] How well does the proposed product and/or service meet the functional requirements?

[b] Evaluation of the software licensing options available to the State?

[c] Evaluation of software maintenance options available to the State?

[d] Is the proposed product and/or service compatible with the State's technology standards, and/or will it interface with existing technology if required?

[e] Does the proposed product and/or service meet applicable industry standards and required certifications?

[f] Evaluate the offeror's response to the IT professional services requirements. Has the offer proposed services that align with the requirements and demonstrate a good understanding of the scope required for this project?

[g] Has the offeror offered any value-added functionality, products, services, or upgrades as part of the proposal that demonstrate added value?

5.02 Product Support and Customer Service

Fifteen (15%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below.

Product Support:

[a] Evaluation of the base warranty included with the contract and other warranty options?

[b] Evaluation of the technical support services included with the contract and other technical support options?

Customer Service, Sales Support, and Training:

[c] Evaluate the offeror's proposed account representation in support of this contract?

[d] How well has the offeror identified its plan for handling customer inquiries and response time to inquiries?

[e] Evaluation of the proposed sales support and customer relationship services and strategies offered?

[f] If the contract has reporting requirements, has the offeror demonstrated in its proposal the capability and willingness to provide those reports?

[g] Evaluation of the proposed training services?

5.03 Experience , Qualifications, and Financial Strength

Fifteen Percent (15%) of the total possible points will be assigned to this criterion.

NOTE: REVISE OR DELETE AS NEEDED.

**IF THIS CONTRACT IS PRIMARILY FOR IT
PROFESSIONAL SERVICES, THE PROCUREMENT
OFFICER SHOULD CONSIDER RAISING THE POINT
VALUE FOR THIS SECTION (E.G. POINT VALUE OF 20-
40%)**

If the RFP required a minimum amount of experience or qualifications, no points will be awarded for meeting the minimum. Points will be awarded for experience and qualifications that exceed the stated minimums.

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel:

[a] Do the individuals assigned to the project have experience on similar projects?

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm:

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

[f] If references were required, did the references provide information to verify the satisfactory performance of the vendor?

[g] Has the firm provided letters of reference from previous clients?

[h] If a subcontractor will perform work on the project, how well does it measure up to the evaluation used for the offeror?

[i] If company financial statements were required, does the firm appear to be financially stable?

5.04 Contract Cost

NOTE: REVISE AS NEEDED.

A GOOD RULE OF THUMB FOR THE MINIMUM WEIGHT GIVEN TO PRICE IS FORTY PERCENT OF THE TOTAL EVALUATION POINTS. AGENCY SHOULD REVIEW THE UNIQUE CIRCUMSTANCES OF THE PROCUREMENT TO DETERMINE THE APPROPRIATE WEIGHTING FOR COST.

THE PROCUREMENT OFFICER SHOULD REQUIRE OFFERORS TO SUBMIT COST PROPOSALS SEPARATELY FROM TECHNICAL PROPOSALS (SEE SECTIONS 1.02 AND 6) TO AVOID THE POSSIBILITY OF THE PRICE INFLUENCING SCORING.

Forty Percent (40%) of the total possible evaluation points will be assigned to cost. Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be evaluated according to the method set forth in the Proposal Evaluation form attached to this RFP.

5.05 Demonstrations

NOTE: REVISE OR DELETE AS NEEDED.

A DEMONSTRATION MAY BE REQUIRED IF IT WILL HELP THE EVALUATION COMMITTEE MEASURE THE RATED FACTORS.

INDICATE WHETHER ANY PRE-DETERMINED FEATURES OR CAPABILITIES ARE TO BE DEMONSTRATED.

PROVISIONS MAY BE MADE TO FURNISH THE OFFEROR WITH ANY NEEDED TEST DATA AND A DESCRIPTION OF DESIRED OUTPUTS.

THE LOCATION OF THE DEMONSTRATION CAN BE ESTABLISHED EITHER AT THE ONSET OF THE RFP OR AFTER THE SELECTION OF THE OFFERORS' TO MAKE PRESENTATIONS.

After any discussions for clarifications and the initial evaluation of proposals received, offerors whose proposal receive the highest scores and are determined to be reasonably susceptible for award will be required to provide an on-site demonstration of the proposed solution for the evaluation committee.

NOTE TO PROCUREMENT OFFICER (DELETE THESE INSTRUCTIONS AFTER REVISING THIS SECTION): *Indicate the basis for selection (e.g. highest technical scores or highest*

overall scores). Indicate the number or range of offerors to be invited to provide demonstrations (e.g. top 3 vendors, offerors scoring higher than 75% on technical proposal).

The demonstration will be held:

***DATE AND TIME, CENTRAL/MOUNTAIN
INDICATE LOCATION OR WHETHER DEMONSTRATIONS CAN BE PROVIDED BY
COMPUTER, VIDEO CONFERENCE, OR OTHER MEANS***

Offerors will be responsible for all costs associated with the providing the demonstration.

5.06 Oral Presentations

NOTE: REVISE OR DELETE AS NEEDED.

After any discussions for clarifications and the initial evaluation of proposals received, offerors whose proposal receive the highest scores and are determined to be reasonably susceptible for award will be required to make an oral presentation of the proposed solution for the evaluation committee. The presentations will be held:

***DATE
DATE AND TIME, CENTRAL/MOUNTAIN
PLACE
FLOOR, ROOM NUMBER
STREET ADDRESS
CITY, STATE***

Offerors will be responsible for all costs associated with the providing the presentation.

5.07 Site Inspection Of Offeror's Facility

NOTE: REVISE OR DELETE AS NEEDED.

The State may conduct on-site visits to the offeror's firm or offeror's customer where comparable service is being performed to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the purchasing agency will conduct the site inspection at the State's expense.

SECTION SIX - PROPOSAL FORMAT AND CONTENT

NOTE: THE INFORMATION PROVIDED BY THE AGENCY IN THIS SECTION SHOULD HELP OFFERORS UNDERSTAND HOW THEIR PROPOSALS SHOULD BE STRUCTURED AND IDENTIFY ITEMS TO BE EMPHASIZED.

MATCH THE PROPOSAL FORMAT TO THE EVALUATION CRITERIA.

CONSIDER WHAT INFORMATION YOU WANT THE SERVICE PROVIDER TO FURNISH THAT WILL HELP YOU MEASURE ITS ABILITY TO PERFORM THE TASK OR ACCOMPLISH THE MISSION.

6.01 Proposal Format and Content

NOTE: REVISE OR DELETE AS NEEDED.

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

6.02 Introduction

NOTE: REVISE OR DELETE AS NEEDED.

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03 Information Technology Solution

NOTE: REVISE OR DELETE AS NEEDED.

Offerors must provide a comprehensive response to the Information Technology Solution specified in Section 3.03. Responses must be in the same sequence as they appear in Section 3.03. Offerors must provide supporting narrative and documentation when required in response to the requirements of this section.

6.04 Product Support and Customer Service

NOTE: REVISE OR DELETE AS NEEDED.

Offerors must provide a comprehensive response to the product support and customer service requirements specified in Section 3.04. Responses must be in the same in the same sequence as they appear in Section 3.04. Offerors must provide supporting narrative and documentation when required in response to the product support requirements.

6.05 Experience and Qualifications

NOTE: REVISE OR DELETE AS NEEDED.

Offerors must describe the experience of their firm in completing similar projects. Additionally, offerors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) title;
- (b) resume;
- (c) description of the type of work the individual will perform; and
- (d) the number of estimated hours for each individual named above.

If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Offerors must provide **INSERT A MINIMUM NUMBER** reference names and phone numbers for similar projects the offeror's firm has completed. The State reserves the right to contact any references provided by the offeror. Offerors are invited to provide letters of reference from previous clients.

6.06 Financial Requirements

NOTE: REVISE OR DELETE AS APPROPRIATE.

**INSERT A REQUIREMENT FOR THE VENDOR TO PROVIDE
FINANCIAL INFORMATION ABOUT THE COMPANY WHICH CAN BE
EVALUATED BY THE STATE.**

**THE REQUIREMENTS LISTED BELOW ARE SAMPLES WHICH CAN
BE MODIFIED BASED ON THE SPECIFIC REQUIREMENTS OF THE
CONTRACT.**

- A.** The offeror shall provide financial information in such a manner that a determination about the stability and financial strength of the organization can be reasonably formulated. This must include but not be limited to company size, organization, date of incorporation,

ownership, number of employees, revenues for the last fiscal year, audited financial statements for the most recent 3 years, and other information which is relevant to this RFP. A current Dun and Bradstreet Report would fulfill this requirement. An Annual Report can be used as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm. The State reserves the right to contact the accounting firm if questions arise.

- B. Disclose any and all judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of the offeror's organization; or certify that no such condition is known to exist.
- C. A confidentiality statement may be included if this portion is considered non-public information. The State may request reports on financial stability from independent financial rating services in order to further substantiate stability.

6.07 Cost Proposal

NOTE: REVISE OR DELETE AS NEEDED.

IF POSSIBLE, DEVELOP A FILL-IN-THE-BLANK COST SCHEDULE FOR ALL OFFERORS TO COMPLETE (SEE THE SAMPLE COST SCHEDULE IN ATTACHMENT 3)

DISCOUNTS FOR PROMPT PAYMENT ARE NOT NORMALLY CONSIDERED IN AWARD, BUT THE PURCHASING AGENCY SHOULD BE AWARE OF ANY PROMPT PAYMENT DISCOUNT TERMS OFFERED. PROMPT PAYMENT DISCOUNTS MAY ONLY BE TAKEN IF PAYMENT IS MADE WITHIN THE SPECIFIED TIME.

All costs associated with the contract must be stated in U.S. currency. Any commodities being imported must be identified, and the price must include any applicable customs, brokerage agency fees, and duties.

Offerors should describe any discounts terms for prompt payment. Discounts for prompt payment will not be considered in evaluating cost.

NOTE TO PROCUREMENT OFFICER (DELETE THESE INSTRUCTIONS AFTER REVISING THIS SECTION): If possible, develop a fill-in-the-blank cost proposal for the vendors to complete.

Offerors must complete cost proposal attached to this RFP (see Attachment 4) or prepare a cost proposal following the same format.

6.08 Required Enclosures

NOTE: REVISE AS NECESSARY

Offerors must provide all documents, samples, or other information specifically required in this RFP.

LIST ANY REQUIRED ENCLOSURES, SUCH AS RESUMES, SAMPLES, COPIES OF

CERTIFICATES, ETC. THAT THE OFFEROR WILL BE REQUIRED TO FURNISH WITH THE PROPOSAL. DELETE THESE INSTRUCTIONS.

SECTION SEVEN - STANDARD PROPOSAL INFORMATION

7.01 Authorized Signature

NOTE: THIS SECTION MUST NOT BE REVISED OR DELETED.

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

7.02 State Not Responsible for Preparation Costs

NOTE: THIS SECTION MUST NOT BE REVISED OR DELETED.

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

7.03 Conflict of Interest

NOTE: THIS SECTION MUST NOT BE REVISED OR DELETED.

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

7.04 Offeror's Certification

NOTE: THIS SECTION MUST NOT BE REVISED OR DELETED.

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a

possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

7.05 Offer Held firm

NOTE: REVISE AS NEEDED.

**INCREASE THE TIME OFFERS MUST BE HELD FIRM IF EVALUATION
AND CONTRACT NEGOTIATIONS ARE EXPECTED TO TAKE
LONGER THAN 90 DAYS**

Proposals must remain open and valid for at least **90 DAYS** from the deadline specified for submission of proposals. In the event award is not made within **90 DAYS**, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

7.06 Amendments to Proposals and Withdrawals of Proposals

NOTE: REVISE OR DELETE AS NEEDED.

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the State may retain the offeror's bid bond or other bid type of bid security, if one was required.

7.07 Alternate Proposals

NOTE: REVISE AS NEEDED. ALTERNATE PROPOSALS ARE NON-RESPONSIVE UNLESS THE SOLICITATION SPECIFICALLY PERMITS THEM.

**ALTERNATE PROPOSALS MUST BE EVALUATED ACCORDING TO
THE EVALUATION CRITERIA SPECIFIED IN THE RFP.**

Offerors may submit **ONLY ONE/MORE THAN ONE** proposal for evaluation.

Alternate proposals (proposals that offer something different than what is requested) will be **REJECTED/CONSIDERED**.

7.08 Subcontractors

NOTE: REVISE AS NEEDED.

SELECT ONE OF THE FOLLOWING CLAUSES AND DELETE THE OTHER CLAUSE.

Subcontractors will not be allowed.

OR

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within **FIVE WORKING DAYS** from the date of the State's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and
- (f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the State to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the State's procurement officer or project manager designated by the State.

7.09 Joint Ventures

NOTE: REVISE AS NEEDED.

SELECT ONE OF THE FOLLOWING CLAUSES AND DELETE THE OTHER CLAUSE.

Joint ventures will not be allowed.

OR

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement that identifies the principles involved and its rights and responsibilities regarding performance and payment.

7.10 Disclosure of Proposal Contents and Compliance State's Open Records Laws

NOTE: THIS SECTION MUST NOT BE REVISED OR DELETED.

IF YOU RECEIVE A REQUEST FOR PUBLIC INFORMATION AFTER AWARD, CHECK WHETHER ANY PORTIONS OF THE PROPOSAL WERE LABELED "CONFIDENTIAL."

ANY DETERMINATION THAT A DOCUMENT IS NOT SUBJECT TO THE NORTH DAKOTA OPEN RECORDS LAW SHOULD BE MADE IN CONJUNCTION WITH YOUR ASSISTANT ATTORNEY GENERAL.

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information. <http://www.ag.state.nd.us/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

7.11 Evaluation of Proposals

NOTE: REVISE AS NEEDED. COST MUST BE AN EVALUATION FACTOR.

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

7.12 Right of Rejection

NOTE: THIS SECTION MUST NOT BE REVISED OR DELETED.

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

7.13 Clarification of Offers

NOTE: THIS SECTION MUST NOT BE ALTERED OR DELETED.

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

7.14 Discussions and Best and Final Offers

NOTE: REVISE OR DELETE AS NEEDED.

DISCUSSIONS HELD MUST BE AT A LOCATION ACCESSIBLE TO PROSPECTIVE OFFERORS WITH DISABILITIES. IN ADDITION, THE PURCHASING AGENCY MUST MAKE ACCOMODATIONS FOR ANY OFFERORS WITH DISABILITIES.

The State may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

7.15 Preference Laws

NOTE: THIS SECTION MUST NOT BE ALTERED OR DELETED.

NORTH DAKOTA HAS A RECIPROCAL PREFERENCE LAW THAT MUST BE APPLIED TO PROPOSALS RECEIVED FROM OUT-OF-STATE OFFERORS, AS REQUIRED BY N.D.C.C. § 44-08-01.

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident offeror. A “resident” North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website: http://egov.oregon.gov/das/pfss/spo/reciprocal_detail.shtml or contact the North Dakota State Procurement Office at 701-328-2683.

7.16 Contract Negotiation

NOTE: THIS SECTION MUST NOT BE ALTERED OR DELETED.

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held:

**PLACE
FLOOR, ROOM NUMBER
STREET ADDRESS
CITY, STATE**

If contract negotiations are held, the offeror will be responsible for all cost including its travel and per diem expenses.

7.17 Failure to Negotiate

NOTE: REVISE OR DELETE AS NEEDED.

If the selected offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates it cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the State, after a good faith effort, cannot come to terms,

the State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

7.18 Notice of Intent to Award - Offeror Notification of Selection

**NOTE: THIS SECTION MUST NOT BE REVISED OR DELETED.
SEE ATTACHMENT 4 FOR THE SAMPLE LETTER.**

After the completion of contract negotiation the procurement officer will issue a written Notice of

Intent to Award to all offerors that responded to this Request for Proposal. The Notice of Intent Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

7.19 Protest and Appeal

NOTE: THIS SECTION MUST NOT BE REVISED OR DELETED.

North Dakota law provides that an interested party may protest a solicitation. If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract. If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

SECTION EIGHT - ATTACHMENTS

8.01 Attachments

REVISE OR DELETE AS NEEDED.

ATTACHMENT 1 IS THE GENERIC EVALUATION FORM AT THE END OF THIS DOCUMENT, AND MUST BE MODIFIED TO MATCH THE SPECIFIC EVALUATION CRITERIA.

ATTACHMENT 2 - IS THE CONTRACT FORM INCLUDING ALL TERMS AND CONDITIONS THAT WILL APPLY TO THE RESULTANT CONTRACT

ATTACHMENT 3 – IS A SAMPLE COST PROPOSAL FORMAT

ATTACHMENT 4 - IS A SAMPLE NOTICE OF INTENT TO AWARD

ATTACHMENT 5 - IS A CHECKLIST THE AGENCY DEVELOPS THAT LISTS ALL INFORMATION, MATERIAL, AND DOCUMENTATION THAT VENDORS MUST SUBMIT WITH THEIR PROPOSAL.

Attachments

1. Proposal Evaluation Form
2. Contract Form
3. Cost Proposal Format
4. Sample Notice of Award
5. Offeror Checklist

LIST ANY ADDITIONAL ATTACHMENTS

ATTACHMENT 1 PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

INSTRUCTIONS FOR EVALUATORS

Each evaluation criterion has been assigned a specific number of points. The questions under each evaluated area help you measure the quality of the offeror's response. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

RATING SCALE FOR ASSESSING VENDOR RESPONSES

This rating scale is intended to establish guidelines within that range to ensure members of the RFP evaluation committee perform their evaluation with consistency. You may assign any value for a given criteria from 0 to the maximum number of points. A zero value typically constitutes no response or an inability of the vendor to meet the criterion. In contrast, the maximum value should constitute a high standard of meeting the criterion. If a specific criterion would only yield a yes or no response (e.g., offeror can submit an electronic report in required format by noon Friday), the evaluator should award either the maximum points or a zero.

For Example: "Experience and Qualifications" is an evaluation criteria receiving a weighting of 20% of the total possible points. Using a 100 Point Scale, a maximum of 20 points can be awarded. The rating scale would be:

Rating Scale (20 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-5	Fair. Limited applicability
6-10	Good. Some applicability
11-15	Very Good. Substantial applicability
16-20	Excellent. Total applicability

COST PROPOSAL

If offerors were required to place cost proposals in a separate sealed envelope, do not open the cost proposal until the technical proposals have been evaluated.

Not all members of the evaluation need to evaluate the cost proposal. The cost proposals may be evaluated by selected members of the evaluation committee, reviewed by group, and recorded on the evaluation summary sheets.

Any prompt payment discounts terms offered by the vendor are not taken into consideration in evaluating cost. However, the cost proposals of nonresident offerors may be adjusted by the application of preference laws, if applicable. Contact the State Procurement Office at 701-328-2683 for assistance in applying preference laws.

EVALUATION CRITERIA AND SCORING

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Title/Number _____

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

7.01

Information Technology Solution

NOTE: REVISE OR DELETE AS NEEDED.

Weight **30 Percent**. Maximum Point Value for this Section

100 Points x **30 Percent = 30 Points**

Rating Scale (30 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-7	Fair. Limited applicability
8-15	Good. Some applicability
16-23	Very Good. Substantial applicability
24-30	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

[a] How well does the proposed product and/or service meet the functional requirements?

EVALUATOR'S NOTES _____

[b] Evaluation of the software licensing options available to the State?

EVALUATOR'S NOTES _____

[c] Evaluation of software maintenance options available to the State?

EVALUATOR'S NOTES _____

[d] Is the proposed product and/or service compatible with the State's technology standards, and/or will it interface with existing technology if required?

EVALUATOR'S NOTES _____

[e] Does the proposed product and/or service meet applicable industry standards and required certifications?

EVALUATOR'S NOTES _____

[f] Evaluate the offeror's response to the IT professional services requirements. Has the offer proposed services that align with the requirements and demonstrate a good understanding of the scope required for this project?

EVALUATOR'S NOTES _____

[g] Has the offeror offered any value-added functionality, products, services, or upgrades as part of the proposal that demonstrate added value?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02

Product Support and Customer Service

NOTE: REVISE OR DELETE AS NEEDED.

Weight **15 Percent**. Maximum Point Value for this Section

100 Points x **15 Percent** = **15 Points**

Rating Scale (15 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-4	Fair. Limited applicability
5-8	Good. Some applicability
9-12	Very Good. Substantial applicability
13-15	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

Product Support:

[a] Evaluation of the base warranty included with the contract and other warranty options?

EVALUATOR'S NOTES _____

[b] Evaluation of the technical support services included with the contract and other technical support options?

EVALUATOR'S NOTES _____

Customer Service, Sales Support, and Training:

[c] Evaluate the offeror's proposed account representation in support of this contract?

EVALUATOR'S NOTES _____

[d] How well has the offeror identified its plan for handling customer inquiries and response time to inquiries?

EVALUATOR'S NOTES _____

[e] Evaluation of the proposed sales support and customer relationship services and strategies offered?

EVALUATOR'S NOTES _____

[f] If the contract has reporting requirements, has the offeror demonstrated in its proposal the capability and willingness to provide those reports?

EVALUATOR'S NOTES _____

[g] Evaluation of the proposed training services?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03

Experience, Qualifications, and Financial Strength

NOTE: REVISE OR DELETE AS NEEDED.

IF THE RFP REQUIRED A MINIMUM AMOUNT OF EXPERIENCE, NO POINTS ARE AWARDED FOR MEETING THE MINIMUM. AWARD POINTS FOR EXPERIENCE ABOVE THE MINIMUMS. DO NOT CONSIDER THE PROPOSALS OF OFFERORS THAT DID NOT MEET THE MINIMUMS.

IF THE RFP REQUIRED VENDORS TO PROVIDE REFERENCES, CONSIDER DEVELOPING A LIST OF QUESTIONS TO ASK THOSE REFERENCES. ONE PERSON MAY CONTACT THE REFERENCES AND REPORT THE FINDINGS TO THE EVALUATION COMMITTEE.

IF THIS CONTRACT IS PRIMARILY FOR IT PROFESSIONAL

**SERVICES, THE PROCUREMENT OFFICER SHOULD CONSIDER
RAISING THE POINT VALUE FOR THIS SECTION (E.G. POINT VALUE
OF 20-40%)**

Weight **15 Percent**. Maximum Point Value for this Section
100 Points x **15 Percent = 15 Points**

Rating Scale (15 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-4	Fair. Limited applicability
5-8	Good. Some applicability
9-12	Very Good. Substantial applicability
13-15	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

Questions regarding the personnel:

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES _____

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES _____

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES _____

Questions regarding the firm:

NOTE: REVISE OR DELETE AS NEEDED.

**IF THE RFP REQUIRED A MINIMUM AMOUNT OF EXPERIENCE, NO
POINTS ARE AWARDED FOR MEETING THE MINIMUM. AWARD
POINTS FOR EXPERIENCE ABOVE THE MINIMUMS. DO NOT
CONSIDER THE PROPOSALS OF OFFERORS THAT DID NOT MEET
THE MINIMUMS.**

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES _____

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES _____

[f] If references were required, did the references provide information to verify the satisfactory performance of the vendor?

EVALUATOR'S NOTES _____

[g] Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES _____

[h] If a subcontractor will perform work on the project, how well does it measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES _____

[i] If company financial statements were required, does the firm appear to be financially stable?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04

Contract Cost

NOTE: REVISE AS NEEDED.

REVIEW THE UNIQUE CIRCUMSTANCES OF THE PROCUREMENT TO DETERMINE THE APPROPRIATE WEIGHTING FOR COST. A GOOD RULE OF THUMB FOR THE MINIMUM WEIGHT GIVEN TO PRICE IS FORTY PERCENT OF THE TOTAL EVALUATION POINTS.

NOT ALL MEMBERS OF THE EVALUATION NEED TO EVALUATE THE COST PROPOSAL. THE COST PROPOSALS MAY BE EVALUATED BY SELECTED MEMBERS OF THE EVALUATION COMMITTEE, REVIEWED BY GROUP, AND RECORDED ON THE EVALUATION SUMMARY SHEETS.

Weight **40 Percent**. Maximum Point Value for this Section

100 Points x **40 Percent = 40 Points**

Applying Preference Laws

NOTE: THIS SECTION MUST NOT BE REVISED OR DELETED.

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The preference given to a resident offeror will be equal to the preference given or required by the state of the nonresident offeror (i.e. reciprocal preference).

When evaluating cost proposals from nonresident (out-of-state) offerors, determine whether the offeror's state of residence has a preference law for vendors resident in that state. The cost proposal of the nonresident offeror will be increased by the same percentage of preference given to vendors resident in that state.

For example, if the state law of the nonresident offeror requires a 5% preference for vendors resident in that state, the procurement officer will increase that offeror's cost proposal by 5% before evaluation.

See <http://www.state.nd.us/csd/spo/resources.html> for a list of States Preference Laws or contact the North Dakota State Procurement Office at 701-328-2683.

Converting Cost to Points

NOTE: THIS SECTION MUST NOT BE ALTERED OR DELETED.

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

Price of Lowest Cost Proposal

Price of Proposal Being Rated X Total Points for Cost Available = Awarded Points

COST PROPOSAL EVALUATION

EVALUATOR'S POINT TOTAL FOR 7.04

NOTES:

Request for Proposal

Evaluation Summary

NOTE: REVISE OR DELETE AS NEEDED.

Name of RFP:		
RFP Number		
Vendor Being Evaluated:		
Evaluator Name:		
Date:		
Technical Evaluation (Maximum 60 Points)	Maximum Points by Category	Score
1. Information Technology Solution	30	
2. Product Support and Customer Service	15	
3. Experience, Qualifications, and Financial Strength	15	
Cost Evaluation (Maximum 40 Points) 1. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: http://www.state.nd.us/csd/spo/resources.html 2. Calculated points awarded for price. <u>Price of Lowest Cost Proposal</u> Price of Proposal Being Rated X 40 points = Awarded Points		
8. Cost	40	
Total		

**Request for Proposal
Evaluation Totals**

NOTE: REVISE OR DELETE AS NEEDED.

Name of RFP:						
Name of Offeror:						
Date:						
Technical Evaluation Criteria	60 POINTS Maximum	Evaluator	Evaluator	Evaluator	Evaluator	Evaluator
1. Information Technology Solution	30					
2. Product Support and Customer Service	15					
3. Experience, Qualifications, and Financial Strength	15					
Evaluator Totals						
Grand Total		Note: Sum of all individual scores.				
Technical Proposal Score		Note: Total of individual points divided by the number of evaluators (60 POINT MAXIMUM).				
Cost Propose Score		Note: (40 POINT MAXIMUM)				
TOTAL						

ATTACHMENT 2
SERVICE CONTRACT

NOTE: REVISE OR DELETE AS NEEDED.

**FOR A SAMPLE IT SERVICE CONTRACT, VISIT THE ITD POLICY
AND PLANNING – PROCUREMENT WEBSITE.**

**VISIT THE OFFICE OF THE ATTORNEY GENERAL WEBSITE FOR A
GENERAL-PURPOSE SAMPLE SERVICE CONTRACT.**

**ALSO REVIEW THE OFFICE OF THE ATTORNEY GENERAL
CONTRACT DRAFTING AND REVIEW MANUAL FOR GUIDANCE
AND ADDITIONAL CLAUSES.**

**CONTACT YOUR ASSISTANT ATTORNEY GENERAL OR AGENCY
LEGAL COUNSEL TO CUSTOMIZE THE SAMPLE CONTRACT FOR
THIS PROJECT.**

ITD Policy and Planning IT Procurement Website (IT Service Contract):
<http://www.state.nd.us/itd/planning/tech.html>

Attorney General Website:
<http://www.ag.state.nd.us/LegalOpinions.htm>

ATTACHMENT 3

COST PROPOSAL FORMAT

NOTE: REVISE OR DELETE AS NEEDED.

IF POSSIBLE, DEVELOP A FILL-IN-THE-BLANK COST SCHEDULE FOR ALL OFFERORS TO COMPLETE.

DISCOUNTS FOR PROMPT PAYMENT ARE NOT NORMALLY CONSIDERED IN AWARD, BUT THE PURCHASING AGENCY SHOULD BE AWARE OF ANY PROMPT PAYMENT DISCOUNT TERMS OFFERED. PROMPT PAYMENT DISCOUNTS MAY ONLY BE TAKEN IF PAYMENT IS MADE WITHIN THE SPECIFIED TIME.

DELETE THESE INSTRUCTIONS BEFORE PRINTING

Sample Cost Sheet:

Costs listed below must be inclusive of all costs necessary to implement the proposed solution.

Product or Service Description	Cost	Quantity (Unit of Measure)	Term (Time Measure)	Minimum Quantity
Proposed Product(s) (add additional rows if necessary)				
Software Licenses(list available licensing options, i.e. per user, per server, enterprise, etc.)				
Software maintenance – Year 1 (add additional rows if necessary for multiple maintenance/upgrade options)				
Software maintenance – Year 2 (add additional rows if necessary for multiple maintenance/upgrade options)				
Software maintenance – Year 3 (add additional rows if necessary for multiple maintenance/upgrade options)				
Software maintenance – Year 4 (add additional rows if necessary for multiple maintenance/upgrade options)				
Technical Support (add additional rows if necessary for multiple technical support options)				
Work plan/schedule for implementation and training				
Implementation Services				
System administration manuals and documentation				
Developer/tester manuals and documentation				
Training for system administration				
Training for users				
Other costs (specify)				

List Any applicable Prompt Payment Discount Terms.

ATTACHMENT 4

NOTE: REVISE OR DELETE AS NEEDED. DELETE THESE INSTRUCTIONS BEFORE PRINTING.

THIS NOTICE WILL BE ISSUED TO ALL OFFERORS AFTER AN AWARD DETERMINATION HAS BEEN MADE. THE NOTICE PROVIDES A LIST OF OFFERORS THAT RESPONDED, BUT DOES NOT NORMALLY PROVIDE A SUMMARY OF THE EVALUATION SCORES. VENDORS MAY REQUEST THIS INFORMATION.

**STATE OF NORTH DAKOTA
AGENCY OR INSTITUTION NAME
ADDRESS
CITY, STATE, ZIP
TELEPHONE AND FAX NUMBER**

DATE

NOTICE OF INTENT TO AWARD

Request for Proposal (RFP) **NUMBER AND TITLE** was issued by the **AGENCY OR INSTITUTION** on **DATE PROPOSAL WAS ISSUED**.

The following vendors submitted proposals in response to the RFP:

LIST NAMES AND ADDRESSES OF ALL OFFERORS THAT SUBMITTED PROPOSALS OR INCLUDE AS AN ATTACHMENT.

A committee evaluated the proposals based upon the criteria stated in the RFP to select the offeror that submitted the most advantageous proposal. We announce our intent to award a contract to **NAME OF SUCCESSFUL OFFEROR**.

The successful offeror is instructed not to begin work, purchase materials, or enter into subcontracts relating to the project until both the recipient and the State sign the contract.

An offeror may protest this Notice of Intent to Award by submitting a written protest to the procurement officer within seven calendar days after the date of this notice.

On behalf of the **NAME OF THE AGENCY**, thank you for your efforts in preparing a proposal in response to this solicitation. We appreciate your interest in doing business with the State of North Dakota, and your company will remain our bidders list for any future solicitations of a similar nature.

If you have any questions, please feel free to contact me at (701) **PHONE NUMBER**.

Sincerely,

NAME

Procurement Officer

ATTACHMENT 5

NOTE: REVISE OR DELETE AS NEEDED.

**THIS WILL HELP OFFERORS PREPARE THEIR PROPOSALS.
PROCUREMENT OFFICERS CAN USE THIS CHECKLIST IN
CONFIRMING THAT PROPOSALS RECEIVED ARE RESPONSIVE.**

**SPECIFY ANY SPECIFIC REQUIREMENTS FOR REGISTRATION,
ATTENDANCE AT PRE-RFP CONFERENCES, AND OTHER ACTIONS
REQUIRED BEFORE THE PROPOSAL OPENING DATE.**

CHECKLIST FOR OFFERORS

- ☐ Submit any questions, comments, or requests for clarification to the procurement officer by the deadline for submission of questions.
- ☐ Review the Service Contract in Attachment 2. State any objections to any of the provisions in the Contract Form or Indemnification and Insurance Requirements prior to the deadline for submission of questions.
- ☐ Be sure an individual authorized to bind the offeror to the provisions of the RFP signs the proposal.
- ☐ Comply with the North Dakota Secretary of State and the North Dakota State Procurement Office Registration requirements prior to the deadline stated in the RFP.
- ☐ Comply with minimum requirements for experience.
- ☐ Comply with professional licensing requirements, and provide copies of certifications, if required.
- ☐ Provide the information about the qualifications of the firm and individuals that will be working on the project.
- ☐ Provide the required number of references.

**NOTE: SUGGEST LISTING ALL DOCUMENTS OR MATERIALS
REQUIRED TO BE SUBMITTED WITH THE PROPOSALS WITH
REFERENCE TO THE APPROPRIATE RFP SECTION NUMBER.**

- ☐ Provide all documents or materials that must be submitted with the RFP.
- ☐ Identify and label and sections of the proposal you feel contain confidential information.